

STATE OF NORTH CAROLINA  
COUNTY OF DURHAM

AMENDMENT #4 TO THE  
HOUSEHOLD HAZARDOUS WASTE CONTRACT  
BETWEEN THE CITY OF DURHAM AND ECOFLO, INC.

This contract amendment ("Amendment #4) between the City of Durham ("City") and ECOFLO, Inc. ("Contractor") is dated and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

**Amendment to the Existing Agreement.** The agreement between the parties entitled "Agreement Between ECOFLO Inc. and the City of Durham Concerning Household and City Department Hazardous Waste Collection," dated January 13, 2004, referred to as the "Original Contract" and first amended in June 2008 ("Amendment #1"), again in January 2011 ("Amendment #2"), and again January 2012 ("Amendment #3"), is hereby further amended as follows:

1. **Section 1. Employment of ECOFLO, Inc.** The Contractor and the City hereby agree to extend the current contract for a period of one (1) year. The contract extension term will be January 14, 2013 through January 13, 2014. This contract may be extended for an additional one-year term, as agreed by both parties, provided sufficient funds are allocated by the City and performance by the Contractor is satisfactory.
2. **Section 4. Termination.** In accordance with Amendment #2 dated January 2011, the Contractor and the City hereby agree to cancel acceptance and disposal of electronic waste by ECOFLO, Inc.
3. **Section 6. Compensation and Payment.** **Section 6. Compensation and Payment.** In accordance with Amendment #1 dated June 6, 2008, the City agrees to pay Contractor for its services in accordance with the price and terms of payment set forth in the Original Contract, which stipulates up to a 2% CPI price adjustment. Therefore, the Appendix A Pricing sheet in Amendment #3 is hereby removed and replaced with the attachment to this Amendment #4 entitled, "Appendix A - Updated Pricing Effective February 1, 2013." Prices reflected in the revised Appendix A shall remain the same for the full term of this one-year extension.

Except as amended, the Contract with all its original terms and conditions is reaffirmed and remains in full force and effect.

IN WITNESS WHEREOF, the City and ECOFLO have caused this Amendment #4 to the Household Hazardous Waste Contract to be executed under seal themselves or by their duly authorized agents or officers.

ATTEST:

ECOFLO, Inc.

\_\_\_\_\_

BY: \_\_\_\_\_

ATTEST:

CITY OF DURHAM

\_\_\_\_\_

BY: \_\_\_\_\_

**Appendix A**  
**Updated Pricing Effective February 1, 2013**

<b>Item</b>	<b>Unit</b>	<b>Price</b>
<b>Labor</b>	<b>Monthly (Flat Rate)</b>	<b>\$2363.85</b>
<b>Labor (if facility is open more than 34.5 hours per week)</b>	<b>Per Hour Rate</b>	<b>\$37.82</b>
<b>Disposal: Household Hazardous Waste</b>	<b>Per Pound</b>	<b>\$0.66</b>